



OFFICE OF THE VICE PROVOST FOR THE FACULTY
200 CALIFORNIA HALL #1500

BERKELEY, CALIFORNIA 94720-1500

PERSONAL AND CONFIDENTIAL

July 13, 2015

Professor Geoffrey Marcy
Department of Astronomy
601 Campbell Hall
Berkeley, CA 94720-3411

Dear Professor Marcy:

As you are aware, the Office for the Prevention of Harassment and Discrimination (“OPHD”) has conducted an investigation of allegations that you engaged in behavior directed at three female UC Berkeley students and one non-Berkeley female student spanning the period from 2001 to 2010 that violated the University’s Sexual Harassment Policy. On June 22, 2015, OPHD issued a report in which it found that your behavior toward these students was unwelcome and sexual in nature, and that it unreasonably impacted them by creating an intimidating, hostile or offensive learning environment. Based on those findings, OPHD determined that you had violated the University’s sexual harassment policies in effect at the relevant times. OPHD has referred the matter to me to evaluate whether your conduct violated the Faculty Code of Conduct and whether disciplinary procedures should be initiated.

On July 8, 2015, you and I met and discussed an alternative to proceeding with formal disciplinary action. In accordance with our discussions, I propose the following terms to resolve this matter:

1. Standards of behavior.

You will be expected to comply fully with all provisions of the University of California Sexual Harassment and Sexual Violence Policy, provisions of the Faculty Code of Conduct governing relations with students, and any other applicable campus sexual harassment policies. Specifically, you are prohibited from:

- Hugging, kissing, dancing with, or touching students except to shake their hand in a professional manner and in appropriate circumstances;
- Discussing your sexual activities or thoughts with students or inquiring into or commenting on their sexual activities or thoughts;
- Furnishing students with alcohol or other intoxicants;
- Socializing with students outside the scope of activities that are organized by campus or professional organizations and attended by their members;
- Entering the private living space of students or inviting students to enter yours.

2. Disciplinary Action.

In reliance on your agreement to abide by the behavioral expectations described above, the University agrees to suspend proceeding with disciplinary action, subject to the following:

a. Failure to meet the terms of this agreement during a five-year period beginning on the date of the execution of this agreement:

(i) You agree that if the Vice Provost for the Faculty makes a final determination that you have failed to adhere to the behavioral expectations set forth in section 1 during the five-year period beginning on the date of the execution of this agreement, you will accept the automatic imposition of a disciplinary sanction for the conduct described in the June 22, 2015 OPHD report. The Vice Provost for the Faculty shall make the final determination regarding the disciplinary sanction to be imposed, except that the sanction shall not exceed a suspension of one semester in the form of a leave without pay.

(ii) During such a suspension, you would be barred from participating in any aspects of the hiring, advancement, and promotion processes of your department. You would not be permitted to attend candidate presentations, sit on ad hoc committees, attend or otherwise participate in departmental meetings where personnel decisions are discussed, or vote on departmental matters. You would not participate in any communications (written or oral) with any other faculty about such academic decisions.

(iii) Before reaching any final determination concerning a failure to adhere to this Agreement and the disciplinary sanction to be imposed, the Vice Provost for the Faculty will engage in a mediation process with you. First, the Vice Provost will inform you immediately in writing if he or she receives credible evidence that you have violated the terms of this Agreement. You and the Vice Provost will then select a mutually acceptable member of the faculty who will serve as a mediator. You will have an opportunity to respond in writing to the Vice Provost within five days of the selection of the mediator. The mediator will be provided with the Jun 22, 2015 OPHD report, this Agreement, the Vice Provost's notice to you, and your written response to the notice. You, the mediator, and the Vice Provost for the Faculty will then engage in a timely, good-faith conciliation regarding the basis for potential discipline and the disciplinary action to be taken, if any. Within 10 days of the conclusion of the conciliation, the mediator may provide you and the Vice Provost with a written assessment of the basis for potential discipline and recommendation concerning appropriate disciplinary action, if any. While the Vice Provost is not obliged to accept the mediator's assessment and recommendation, he or she is obliged to consider it fully and weigh it carefully. Only then will the Vice Provost make a final determination, in writing, concerning the basis for potential discipline and the nature of the discipline, if any, that he or she is imposing. If discipline is imposed, the University will provide you with 60 days' notice.

(iv) By signing this Agreement, you agree to accept a disciplinary sanction imposed pursuant to the terms above and to waive any procedural rights not explicitly set forth in the terms above that you would otherwise have with respect to the imposition of discipline, including the right to a hearing before the Committee on Privilege and Tenure. By signing this Agreement, you also agree to waive the provision in UC Berkeley's *Disciplinary Sanctions and Procedures* (or of any similar provision of University policy or law) which states:

"consistent with Senate Bylaw 336(B)(4), no disciplinary action may commence if more than three years have passed between the time with the Chancellor of the Chancellor's designee know or should have known about the alleged violation of the Faculty Code of Conduct and the delivery of the notice of proposed disciplinary action,"

with respect to any disciplinary action taken pursuant to section 2, subsection (a).

b. Additional provisions concerning misconduct.

Nothing in this Agreement shall be construed as limiting the University's discretion to pursue additional disciplinary action against you, up to and including dismissal, through the University's regular faculty disciplinary procedures for any misconduct that occurs or that the University received notice of after the execution of this Agreement, including for any misconduct on which the Vice Provost for the Faculty bases the imposition of discipline under section 2(a), above. Such additional disciplinary action would be taken in accordance with the Faculty Code of Conduct and Disciplinary Procedures for the Berkeley Campus, which may be found at http://apo.berkeley.edu/faculty_misconduct_015.pdf. You further agree that, in any future disciplinary proceeding charging you with violations of the University of California Sexual Harassment and Sexual Violence Policy, provisions of the Faculty Code of Conduct governing relations with students, and any applicable campus sexual harassment policy, the June 22, 2015 OPHD report may be included as evidence for the purpose of determining the appropriate disciplinary sanction and no part of that report may be excluded because of Senate Bylaw 336(B)(4) or any similar provision of law or University policy.

3. *Monitoring.*

Your department Chair and Dean will be informed of the provisions of this agreement, and you agree that they may be provided with a copy of this Agreement and of the June 22, 2015 OPHD report.

Sincerely,

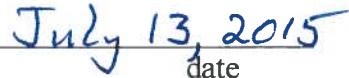


Janet Broughton
Vice Provost for the Faculty

I understand and agree to the terms set forth above:



cc: Frances Hellman, Dean, L&S Division of Mathematical and Physical Sciences
Gibor Basri, Chair, Department of Astronomy


date

From: Donna Rutter <dmr@utterlawgroup.com>
Date: Wednesday, October 14, 2015 at 9:23 AM
To: <gbbasri@berkeley.edu>, <mpsdean@berkeley.edu>, <broughton@berkeley.edu>
Cc: Geoff Marcy <geoff.w.marcy@gmail.com>
Subject: Geoff Marcy

All:

On behalf of my client, Geoff Marcy, I submit the following message from him:

October 14, 2015

Dear Chair Basri, Dean Hellman, Vice Chancellor Broughton,

This is to inform you that I am stepping down from my position at UC Berkeley.

Geoffrey W. Marcy

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From: **Janet S. BROUGHTON** <broughton@berkeley.edu>
Date: Wed, Nov 4, 2015 at 9:36 AM
Subject: Re: Retirement
To: Geoff Marcy <geoff.w.marcy@gmail.com>
Cc: Christopher M Patti <cpatti@berkeley.edu>

Geoff, I have received your email. Janet

On Tue, Nov 3, 2015 at 3:47 PM, Geoff Marcy <geoff.w.marcy@gmail.com> wrote:
Dear Janet,

This is to verify that I will retire effective December 31, 2015.
Please confirm receipt of this email.

Geoff